SOUTHERN DISTRICT OF NEW YORK		
	x	
In re	:	Chapter 11 Case No.
	:	Chapter 11 Case 140.
LEHMAN BROTHERS HOLDINGS INC., et al.,	:	08-13555 (JMP)
Debtors.	: : :	(Jointly Administered)

INITED STATES DANIEDI IDTOV COLIDT

AFFIRMATION OF CLAIMANT YERUCHIM LEVILEV IN OPPOSITION TO DEBTORS' 347th OMNIBUS OBJECTION (TO RECLASSIFY PROOFS OF CLAIM AS EQUITY INTERESTS) DATED AUGUST 24, 2012

Yeruchim Levilev affirms under penalties of perjury as follows:

- 1. I was employed by Lehman Brothers from 1999 through September 2008. Upon the sale of Lehman Brothers' brokerage unit to Barclays in September 2008, my employment by Lehman Brothers was terminated.
- 2. For each year between 2003 and 2008 Lehman Brothers issued to me an "RSU Agreement", which documented that a portion of my compensation was withheld for payment in the future. Pursuant to the RSU Agreements, I recognized that I was contractually obligated to avoid engaging in any "Detrimental Activity" and that I had other ongoing contract obligations under these Agreements. *See*, *e.g.*, Debtors' Omnibus Reply to Responses to Debtors' 118th, 130th, 131st, 133d, 134th, 135th, 176th & 207th Omnibus Objections, Dec. 15, 2011, at pp. 65-68 (RSU Agreement for 2004).
- 3. After my entry into the RSU Agreements, including after the termination of my employment, I continued to perform all of those contractual obligations.

- 4. After the Petition Date, Lehman Brothers provided a form of Proof of Claim, which I completed and filed on September 22, 2009. The Claim is attached as Exhibit 1. The Court acknowledged filing of this Proof of Claim by a date-stamp on September 22, 2009.
- 5. Until Lehman Brothers' sale of the brokerage unit after the Petition Date, I was a salaried employee of Lehman Brothers, and a portion of my annual bonus compensation for each year was withheld and placed in an RSU account.
- 6. On the first page of the attached Exhibit 1, the typed information under "Notice of Scheduled Claim," including the reference to "Schedule G Executory Contract," was contained in the form when Debtors provided it to me. I added my phone number, email address, the amount of the claim, \$10,430.42 (based on the Summary I presented from a Lehman Brothers website, which I attached), and my signature and date.
- 7. As show on the summary attached to Exhibit 1, between 2003 and 2008 a total of \$10,106 was withheld from my bonuses and placed in this RSU account. The practice followed each year by Lehman Brothers was to provide a form stating the bonus to which I was entitled for the year, and describing the portion of the bonus that was to be reserved by Lehman Brothers pursuant to the RSU Agreement for that year. The withheld amounts are shown on the Summary.
- 8. I never paid tax on the portion of any amount reserved under the RSU Agreements, either that portion withheld from my bonus or that portion withheld from my commissions. For prior years, not at issue here, after my interests vested and I was permitted to draw down on my RSU account, Lehman Brothers would retain a portion in cash to pay the federal withholding tax, and then would use the balance to provide me with Lehman Brothers shares. The entire amount of the bonus was treated as ordinary income to me and was taxed at ordinary income rates. My understanding is that Lehman Brothers was entitled to a business

expense deduction for the amount of this portion of the bonus, but only at the time that it was actually paid.

- 9. The economic substance of the RSU Agreements to me was that a portion of the bonus that had been declared for me that was held back, or a portion of my commissions was withheld and would be paid to me only after passage of five years, during which I was subject to ongoing contractual obligations. At no time did Lehman suggest that I had ever failed to perform any of these contractual obligations, the breach of which could result in rescission of my bonus. However, under the terms of the RSU Agreements, Lehman Brothers was not required to pay me anything from these reserved amounts, and in fact Lehman Brothers did not pay me anything, until five years after we entered into that RSU Agreement.
- 10. Even after vesting I was not permitted to draw down on the shares until five years after the date of the RSU Agreement. During this entire time my right to draw down on the shares was contingent on my continued performance of contract obligations.

Affirmed under penalties of perjury this 20th day of September, 2012.

Yeruchim Levilev

08-13555-mg Doc 31015-1 Filed 09/20/12 Entered 09/20/12 16:22:47 Exhibit Levilev Aff. Pg 4 of 7

EXHIBIT 1

United States Bankruptcy Court/Southe. Lehman Brothers Holdings Claims Processing c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076		PRO	OF OF CLAIM
In Re: Lehman Brothers Holdings Inc., et al. Debtors. Name of Debtor Against Which Claim is Held	Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered) Case No. of Debtor	Filed: (Leh	JSBC - Southern District of New York man Brothers Holdings Inc., Et Al. 08-13555 (JMP) 0000033565
Lehman Brother holdings inc	08-13555(JMP)		
NOTE This form should not be used to in ike a carrier the commencement of the case. A request in in the Section personal to 17.8% a 50%. Admit 15 and 5.4% and 17.8% a 50% and 5.4% are set of the section of the sectio	or payment of an administrative expense on dy this form should be the asset to make	1	J FOR COURT USE ONLY
Name and address of Creditor: (and name and different from Creditor) Yeruchim Levilev 786 Montgomery St. Brooklyn, NY 11213		Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: (If known)	Notice Of Scheduled Claim: Your claim is scheduled by the indicator Debtor as : Scheduled G - Executory contract
		Filed on:	or Unexpired Lease Description:
	mail Address: yclev@hotmall.com		Restricted Stock Unit Agreement
Name and address where payment should be s	ent (if different from above)	Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.	
Telephone number:	mail Address:	Check this box if you are the debtor or trustee in this case.	
1. Amount of Claim as of Date Case Filed If all or part of your claim is secured, complete item 4. If all or part of your claim is entitled to priority If all or part of your claim qualifies as an Adm Check this box if all or part of your claim Check this box if all or part of your claim "IF YOUR CLAIM IS BASED ON AMOUT OR A GUARANTEE OF A DEBTOR, YOU FOLLOW THE DIRECTIONS TO COMP. SUPPORTING DOCUMENTATION OR YOU Check this box if claim includes interest itemized statement of interest or additional chapter. If you was a chapter in the property of the	eltem 4 below; however, if all of your clair, complete Item 5. inistrative Expense under 11 U.S.C. §503(inistrative Expense under 11 U.S.C. §503(in is based on a Derivative Contract.* is based on a Guarantee.* VIS OWED PURSUANT TO EITHER J MUST ALSO LOG ON TO http://www. LETE THE APPLICABLE QUESTION OUR CLAIM WILL BE DISALLOWE or other charges in addition to the principal urges. Attach itemized statement of interest used on a Derivative Contract or Guarantee ch creditor identifies debtor: ch creditor identifies debtor:	(b)(9), complete Item 6. A DERIVATIVE CONTRACT W.lehman-claims.com AND INAIRE AND UPLOAD ID. al amount of the claim. Attach tor charges to this form or on .	5. Amount of Claim Entitled to Priority. under 11 U.S.C. § 507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount. Specify the priority of the claim: Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). Wages, salaries or commissions (up to \$10,950), earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4). Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5). Up to \$2,425 of deposits toward purchase, lease, or rental of property or services for personal, family, or bousehold use - 11 U.S.C. § 507(a)(7). Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8). Other — Specify applicable paragraph of 11 U.S.C. § 507(a)().
Value of Property: \$ Amount of arrearage and other charges a \$ Bas	Annual Interest Rate s of time case filed included in secured cla is for perfection: Amount Unsecured: \$		Amount entitled to priority: \$ 10,430.42
6. Amount of Claim that qualifies as an A (See instruction #6 on reverse side.)	Administrative Expense under 11 U.S.C.	§503(b)(9): \$	BAN N SE
7. Credits: The amount of all payments on t 8. Documents: Attach redacted copies of an orders, invoices, itemized statements of runnin Attach redacted copies of documents providing on reverse side.) If the documents are volumin DO NOT SEND ORIGINAL DOCUMENTS SCANNING. If the documents are not available, please explain	y documents that support the claim, such a g accounts, contracts, judgments, mortgag; g evidence of perfection of a security intercous, ous, attach a summary. S. ATTACHED DOCUMENTS MAY B	is promissory notes, purchase es and security agreements. est. (See definition of "redacted"	COURT P 4 04
9 22 09 person authorized to file this above. Attach copy of power	ng this claim must sign it. Sign and print name a claim and state address and telephone number it of attorney, if any dulent claim: Fine of up to \$500,000 or in	different from the notice address	

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.

Items to be completed in Proof of Claim form

Name of Debtor, and Case Number:

YOU MUST INDICATE THE SPECIFIC DEBTOR AGAINST WHICH YOUR CLAIM IS ASSERTED, INCLUDING THE THE NAME OF THE DEBTOR AND THE RELATED CASE NUMBER (DEBTORS AND CASE NUMBERS LISTED BELOW), IN THE SPACE ALLOTTED AT THE TOP OF THE CLAIM FORM. 09-13005 CES Aviation LLC

	08-13555	Lehman Brothers Holdings Inc.	08-13903	CES Aviation LLC
	08-13600	LB 745 LLC	08-13906	CES Aviation V LLC
	08-13885	Lehman Brothers Commodity Services Inc.	08-13907	CES Aviation IX LLC
	08-13888	Lehman Brothers Special Financing Inc.	08-13908	East Dover Limited
	08-13893	Lehman Brothers OTC Derivatives Inc.	09-10108	Luxembourg Residential Properties
				Loan Finance S.a.r.l.
	08-13899	Lehman Brothers Derivative Products Inc.	09-10137	BNC Mortgage LLC
	08-13900	Lehman Commercial Paper Inc.	09-10558	Structured Asset Securities Corporation
	08-13901	Lehman Brothers Commercial Corporation	09-10560	LB Rose Rauch LLC
ŀ	08-13902	Lehman Brothers Financial Products Inc.	09-12516	LB 2080 Kalakana Owners LLC
l	08-13904	Lehman Scottish Finance L.P.	08-13664	PAMI Statler Arms LLC

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1. Amount of Claim as of Date Case Filed:

State the total amount owed to the creditor on the date of the Bankruptey filing. Follow the instructions concerning whether to complete items 4, 5 and 6. Check the box if interest or other charges are included in

2. Basis for Claim:

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card.

If your Claim is against multiple Debtors, complete a separate form for each Debtor.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:
State only the last four digits of the debtor's account or other number used by the creditor to identify the

3a. Debtor May Have Scheduled Account As:

Use this space to report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

4. Secured Claim:

Check the appropriate box and provide the requested information if the claim is fully or portially secured. Skip this section if the claim is entirely unsecured. (See DEFINITIONS, below.) State the type and the value of property that secures the claim. attach copies of lieu documentation, and state annual interest rate and the amount past due on the claim as of the date of the bankruptcy filing.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. §507(a).

If any portion of your claim falls in one or more of the listed categories, check the appropriate box(es) and state the amount entitled to priority. (See DEFINITIONS, below.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

Amount of Claim that qualifies as an Administrative Expense under 11 U.S.C. §503(b)(9)

State the value of any goods received by the debtor within 20 days before the date of commencement in which the goods have been sold to the debtor in the ordinary course of the debtor's business.

7. Credits:

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

8. Documents:

Attach to this proof of claim form reducted copies documenting the existence of the Attach to this proof of earth from reduce copies unclinated as me existence debt and of any lien securing the debt. You may also attach a summary. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary. FRBP 3001(c) and (d). Do not send original documents, as attachments may be destroyed after scanning.

Date and Signature:

The person filing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2), authorizes courts to establish local rules specifying what constitutes a signature. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

Creditor

Debtor

creditor is the person, corporation, or other entity owed a debt by the debtor on the date of the bankruptcy filing.

A claim is the creditor's right to receive payment on a debt that was owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured.

Proof of Claim

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the Claims Agent at the following address:

Lehman Brothers Holdings Claims Processing c/o Epiq Bankruptcy Solutions, LLC FDR Station, PO Box 5076 New York, NY 10150-5076

Secured Claim Under 11 U.S.C. §506(a)

A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien. A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

Unsecured Claim

An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

Claim Entified to Priority Under 11 U.S.C. §507(a)

Priority claims are certain categories of unsecured Claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

A document has been reducted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor should redact and use only the last four digits of any social-security, individual's tax identification, or financialaccount number, all but the

initials of a minor's name and only the year of any person's date of birth.

Fyldence of Perfection

Evidence of perfection may include a mortgage, lien, certificate of title, funncing statement, or other document showing that the lien has been filed or recorded.

Derivative Contract

A contract that is any of (i) a "swap agreement" as such term is defined in section 101(53B) of the Baukruptcy Code or (ii) a "forward contract" as such tenn is defined in section 101(25) of the Bankruptcy Code. A cash-market purchase or sale of a security or loan (i.e. any purchase or sale of a security or loan for settlement within the standard settlement cycle for the relevant market), exchange-traded future or option, securities loan transaction, repurchase agreement in respect of securities or loans, and any guarantee or reimbursement obligations which would otherwise be included in the definition of such terms in the Bankruptcy Code shall not be considered a Derivative Contract for the purposes of this definition nor shall any notes, bonds, or other securities issued by the Debtors or their affiliates (including, but not limited to, Lehman Brothers Holdings Inc., Lehman Brothers Treasury Co. B.V., Lehman Brothers Bankhaus AG, Lehman Brothers Holdings plc, Lehman Brothers Securities N.V., and Lehman Brothers (Luxembourg) Equity Finance S.A.).

A promise, representation or agreement to answer for the payment of some debt or the performance of some duty in case of the failure of another person or entity who is liable in the first instance.

Lehman Programs Securities

Lehman Programs Securities means those securities included on the Lehman Programs Securities list available on http://www.ichman-docket.com as of July 27, 2009.

INFORMATION

Acknowledgment of Filing of Claim To receive acknowledgment of your filing, you

may either enclose a stamped self-addressed envelope and a copy of this proof of claim, or you may access the Claims Agent's system (http://www.lehmandocket.com) to view your filed proof of claim.

Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.), and any applicable orders of the bankruptcy

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	LOTO EQUIV A TRANSPORTA DE LA COMPANION DE				(2) (2)
		The intrinsic value of sites as note that the cur	ock options is ca	culated by multiply s based on a dola	10g
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